

**MINUTES OF THE SPECIAL OPEN MEETING OF THE BOARD
OF DIRECTORS OF THE ROBERTSON FIRE PROTECTION
DISTRICT OF ST. LOUIS COUNTY, MISSOURI ON
MAY FIFTEENTH, TWO THOUSAND TWENTY-THREE**

The Board of Directors for the Robertson Fire Protection District met in a special open session at the Administrative Offices at 12641 Missouri Bottom Road, Hazelwood, Missouri at 5pm on May 15, 2023. This meeting is being held in person. Individuals are asked to sign in. Individuals that plan to speak are required to sign in.

Jennifer Guyton, Chairwoman/Director
Steve Field, Treasurer/Director
Maggie Sieve, Secretary/Director
Dave Herman, Fire Chief
Adam Long, Assistant Chief
Matt Hoffman, District Attorney

The meeting is opened with the Pledge of Allegiance to the U.S. flag.

Director Sieve conducted a roll call. All directors were present.

AGENDA

Director Field made a motion to accept the agenda with the change presented, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ACCOUNTS PAYABLE

Director Field made a motion to pay the bills and invoices, seconded by Director Sieve. A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

NEW BUSINESS

Captain Pollermo updates the public on the situation with the broken engine bay door. Director Sieve motioned to approve the bid from Martin Door for \$8888.00 for the replacement of the overhead door in House 2, seconded by Director Field.
A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Field motioned to approve the purchase of turnout gear from Sentinel Emergency Solutions for \$35,883.41, seconded by Director Sieve.
A roll call vote was taken.
Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Field motioned to accept the engagement letter with Hesse Martone Attorney and Consultants, seconded by Director Sieve.
A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Sieve motioned to approve the landscaping bid from Steve's Lawn Care, seconded by Director Field.

A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Director Guyton discussed the need to raise the District's starting salary.

Director Guyton introduced Fire Chief Herman.

CLOSED SESSION

Director Field made a motion to enter into closed session at 5:19 pm for the following reasons:

1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION, ATTORNEY-CLIENT COMMUNICATIONS (610.021 (1)).
2. SEALED PROPOSALS AND RELATED DOCUMENTS OR ANY DOCUMENTS RELATED TO A NEGOTIATED CONTRACT (610.021 (12)).
3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).
4. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3), 610.021(13)).

Seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REOPEN FROM CLOSE

Director Field motioned to adjourn the closed session and reconvene in Open Session at 6:27pm, seconded by Director Sieve.

A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

REPORT FROM CLOSED SESSION

Director Sieve motioned to raise the starting pay to \$22.26 an hour for all new hires as well as any employee currently on the first step of the pay scale to start the first day of the next pay period, seconded by Director Field.

A roll call vote was taken.

Director Sieve-aye, Director Field-aye, Director Guyton-aye.

ADJOURNMENT

Director Field made a motion to adjourn the meeting, seconded by Director Sieve. A roll call vote was taken. Director Sieve-aye, Director Field-aye, Director Guyton-aye.

Meeting adjourned at 6:30pm.


Secretary, Board of Directors


President, Board of Directors

ROBERTSON FIRE PROTECTION DISTRICT
AGENDA – SPECIAL OPEN BOARD MEETING MAY 15TH, 2023–5:00 P.M.
ROBERTSON ADMINISTRATIVE OFFICES - 12641 MISSOURI BOTTOM ROAD

This meeting is being held in person and on Zoom. Individuals who intended on speaking are required to sign in.

Zoom Link: <https://zoom.us/j/94199493001?pwd=bkhkYXRaVEZWUTRCeFA2K2p6NUhRQT09>

1. CALL TO ORDER:
 - a. Pledge of Allegiance

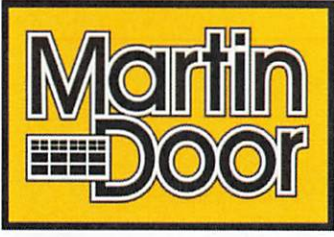
2. AMENDMENT AND/OR ADOPTION OF AGENDA

3. ACCOUNTS PAYABLE

4. NEW BUSINESS
 - a. Engine Bay Doors Bids
 - b. Sentinel Emergency Solutions—Honeywell Turnout Gear
 - c. Hesse Martone Attorney and Consultants
 - d. Landscaping bids
 - e. Possible Adjustments to Starting Pay

5. THE ROBERTSON FIRE PROTECTION DISTRICT BOARD OF DIRECTORS WILL HOLD A CLOSED SESSION. THE CLOSED SESSION WILL BE HELD IN ACCORDANCE WITH RSMO 610.021:
 1. LEGAL ACTIONS, CAUSES OF LEGAL ACTION, OR LITIGATION (610.021 (1)).
 2. SEALED PROPOSALS AND RELATED DOCUMENTS OR ANY DOCUMENTS RELATED TO A NEGOTIATED CONTRACT (610.021 (12)).
 3. PREPARATION, INCLUDING AND DISCUSSION OF WORK PRODUCT, ON BEHALF OF THE DISTRICT OR ITS REPRESENTATIVES FOR DISTRICT LITIGATION AND I.A.F.F. NEGOTIATIONS (610.021 (9)).
 4. HIRING, FIRING DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES WHEN INFORMATION RELATING TO THE PERFORMANCE OR MERIT OF INDIVIDUAL EMPLOYEES IS DISCUSSED OR RECORDED (610.021 (3)).

6. ADJOURNMENT



Proposal

DATE April 26, 2023

3037 North St. Peters Parkway
St. Peters, Mo, 63376
Phone 636-928-3875 Fax: 636-447-8853

Contact: CARY PALERMO
Bill To: ROBERTSON FIRE
Address: 3820 TAUSSIG RD
BRIDGETON, MO. 63044
Phone: (314) 291-6670
EMAIL: CPALERMO@RFPD.ORG

Ship To:

TERMS: **NET30**

Please Note: Attached Terms And Conditions to the Contract

QUOTES ARE GOOD FOR (30) DAYS, BUT ULTIMATELY ANY PRICING SHALL BE SUBJECT TO CHANGE BY MARTIN DOOR AT ANY TIME DUE TO INCREASE(S) IN MATERIAL PRICING OR OTHER COST CONDITIONS BEYOND MARTIN DOOR CONTROL.

SALESPERSON	ORDER NUMBER	JOB	QUOTE#
JEREMY HANSON		REPLACEMENT OVERHEAD DOOR	

NOTES: WE PROPOSE TO REMOVE SOUTH EXIT OVERHEAD DOOR, TRACK AND HARDWARE AND HAUL AWAY. THEN WE WILL FURNISH AND INSTALL 1- 16'2" X 16' CLOPAY 524 COMPLETE INSULATED DOOR AND HARDWARE. SECTIONS 3-4 WILL BE FULL VIEW WITH INSULATED TEMPERED CLEAR GLASS. WE WILL REMOUNT EXISTING STEEL L-CAP ON THE RIGHT SIDE. THE EXISTING OPERATOR WILL BE REUSED. **MARTIN DOOR IS NOT RESPONSIBLE FOR ANY REUSED MATERIAL. MARTIN DOOR IS NOT RESPONSIBLE FOR THE CONDITION OF EXISTING OPENING. ANY ADDITIONAL REPAIRS NEEDED WILL BE SUBMITTED TO THE CUSTOMER FOR APPROVAL.**

QUANTITY	DESCRIPTION	Part #
1.00	14'2" X 14' CLOPAY 3718 COMPLETE DOOR INSULATED WHITE 3-4 SECTIONS FULL VIEW INSULATED TEMPERED CLEAR GLASS 3" REVERSE ANGLE 24" HIGH LIFT STRAIGHT INCLINE 3" ROLLERS MOUNTS TO STEEL	
28.00	W/S REVERSE ANGLE JAMB SEAL WHITE JS02-RW	
14.00	W/S TOP SECTION SEAL 1 1/2	

Please Allow 5-8 Weeks For Approximate Delivery **Total \$ 8,888.00**

- Price Includes Material, Freight, And Surcharge
- *Prices do not include licensing or permits.
- *Martin Door is not responsible for the working conditions of reused materials.
- *New material is warranted per manufacturer's warranty. Reused material has no warranty.
- *Martin Door is not responsible for unforeseen or hidden conditions discovered during removal of existing materials.
- *An Open Account or 50% Deposit & Signed Proposal Required
- *Signed Proposal Required to Order/Balance Due Upon Completion

Signature: **JEREMY HANSON**

Approved/Accepted By



PROPOSAL

Overhead Doors • High Speed Doors • Dock Equipment • Gate and Operator Systems

BUYER (and billing address if different from site):	PROJECT (site address):
Customer: Robertson Fire Dept Address: 12641 Missouri Bottom Rd City: Hazelwood, MO 63042	Name: Fire House #2 Address: 3820 Taussig Rd City: Bridgeton, MO 63044

Proposal #: CW041823Robertson				
Submitted By:	Cody Waller	Commercial Sales	(314) 220-5963	Cody.Waller@dhpac.com
Submitted To:	Cary Palermo	Proposal Date:	4/18/2023	Net Price

FURNISH AND INSTALL:

We will remove and haul away the damaged sectional door.

We propose to furnish and install (1) Clopay 3722 12'2" wide x 14'1" tall with 27" of high lift. The door will be white in color with (2) full view glass sections. We will reconnect the door to the existing operator on site. Includes rental of lift equipment.

Total Price: \$11,848.00

“Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.”



Clarifications / Exclusions

- Price includes all applicable state and local taxes.
- Terms: unless an account is established, 50% down, balance upon completion is required.
- All opening & structural preparation, including framing and finishes, and field painting by others.
- All electric including low voltage to be supplied and installed by others.
- Pricing assumes reasonable access will be provided. Other trades and finishes will be coordinated by customer as to not interfere with installation and testing.
- Price based on completing labor to be during the hours of 7:00am to 5:00pm, Monday through Friday. Should it be necessary to perform the work at a different time, an up-charge will be applied.
- Manufacturer's standard warranty applies. Warranties beyond the manufacturer's standard are specifically excluded. All materials and workmanship guaranteed against defects for one year.
- Proposal is subject to mutually agreeable contract terms.
- Excludes all permits, drawings, relocation of utilities, drywall repair, and painting.
- **Material and freight costs are anticipated to rise at unpredictable rates over the next several months.** This quotation is based on current pricing from our suppliers and includes existing or announced surcharges levied by the steel industry & freight carriers. Customer acknowledges proposals for projects with extended durations may incur additional costs due to costs incurred from unforeseeable future surcharges. With that in mind, we ask that the cost of the work be tethered to the Producer Price Index as published by the department of labor and statistics. More specifically, to the series ID# WPU101, Metals and metal products; iron and steel (https://data.bls.gov/timeseries/WPU101?data_tool=XGtable). Historically, every four points of rise in this measurement has translated into one percentage point of material cost.
- *Due to the unprecedented situation happening around the world with the COVID-19 virus and the potential for follow-on impacts arising from reactions to the outbreak, it is uncertain as to the impact this event will have on manufacturing and supply lead times, shipping, as well as vendor and contractor services and construction activities moving forward. Accordingly, please understand that our quotation today is conditioned upon an acknowledgement and your agreement that, in the event the COVID-19 virus directly or indirectly delays or impacts our ability to perform, including our ability to obtain requisite materials, equipment, or furnish sufficient labor or supervision, DH PACE shall not be deemed in default and the parties shall agree to negotiate a modification of the contract scope, schedule or method of performance to appropriately address the impacts of such event. We will notify you promptly in the event of such impact and provide our best estimate as to the impact and will continue to update you as the circumstances evolve.*
- *Additionally, if awarded this project, DH Pace will require an amendment to any and all contract terms & conditions with the following statement: Neither Party shall be liable or in breach of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, by causes beyond its reasonable control and without its fault or negligence, including acts of God, fire, terrorism, war (declared or undeclared), severe weather conditions, earthquakes, epidemics or pandemics (including but not limited to COVID-19), material shortages, insurrection, acts or omissions of contractor's suppliers or agents, any act or omission by any governmental authority, national epidemics or pandemics (including but not limited to COVID – 19), strikes, labor disputes, acts or threats of vandalism or terrorism (including disruption of technology resources), transportation shortages, or vendor's failure to perform (each, an "Excusable Delay"). The delivery or performance date shall be extended for a period equal to the time lost by reason of such delay, including time to overcome the effect of the delay. The Party experiencing Excusable Delay shall use reasonable efforts to continue performance whenever such causes are removed. However, in the event an Excusable Delay continues for a period two (2) contiguous months or more, then either party may, upon 30-days written notice to the other terminate the affected part of this Agreement for convenience.*

Attachment A: TERMS AND CONDITIONS

Terms. The products ("Products") described in this contract and the labor necessary to install the Products ("Labor") are herein collectively referred to as the "Work".

Condition Precedent. Buyer and Seller agree that if, following Buyer's acceptance hereof, a contract is to be executed by them, Seller's performance hereunder shall be subject to the condition precedent that the terms and conditions of such contract are acceptable to Seller.

Scope of Work. Seller agrees to perform for Buyer the Work at the Project. Buyer acknowledges and agrees that: (i) the prices quoted by Seller for the Products are based upon plans, specifications, verbal information or sketches as indicated herein and the addenda hereto; and (ii) that the Work contemplated under this Proposal is fully and correctly described herein.

Unless included in the description of and prices quoted for Products, glass, glazing, painting and electrical wiring is excluded under this Proposal and will be provided only upon receipt of a supplemental order signed by Buyer.

Proposal Price. Conditional upon Seller's prior approval of Buyer's credit, Buyer will pay Seller the unpaid balance for performance of the Work within 30 days of the date of Seller's invoice. If performance of the Work extends over 30 days, Buyer agrees to pay Seller progress payments under Seller's regular billing terms and if Products have been delivered to the Project or stored in a mutually agreed location, Buyer agrees to pay an amount not to exceed 90% of the Proposal Price in payment of the cost of such Products.

If payment of any sum is not made when and as due under this Proposal, Buyer shall pay interest on such delinquent sums at the rate of 1.50% per month or, the highest contract rate allowed under applicable law.

If following Buyer's default Seller refers this account to an attorney for collection, Buyer agrees to pay all attorneys' fees incurred by Seller whether or not a lawsuit for collection is instituted, and all other costs of collection and litigation.

Contract Time. Installation dates are estimates only and Seller cannot guarantee commencement of Work or completion thereof on any given date. Completion dates cannot be given until Seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure to complete or for any delay in delivering Products or Labor under this Proposal. Seller shall not be liable in any event for any special or consequential damages on account of failure or delay in performance regardless of cause.

Work Performance. Performance of the Work will be made by Seller in a prompt manner but Seller cannot be responsible for damage or delay due to acts of God, accidents, civil disturbances, delays in transportation by common carrier, strikes, war, unavailability of material or other cause beyond the reasonable control of Seller.

If Products are installed before a finished floor is completed, warranty is limited and Seller assumes no responsibility for fitting the Product to the floor. An additional charge may be made to Buyer for returning to the Project for adjustments to the Product.

Seller assumes no responsibilities for failure of installation of the Product due to structural deficiencies in an existing building. Buyer shall prepare the Project for installation in accordance with requirements of Seller.

If special work, requiring additional material and labor is required to meet conditions other than those specifically described in this Proposal, Buyer agrees to pay an additional charge therefore.

Seller shall be allowed uninterrupted and exclusive access to the Project during performance of the Work.

No Product may be returned without Seller's prior written approval. All Product returned is subject to a minimum of 25% restocking fee.

Cancellation. In the event Buyer cancels this Proposal after the Seller has commenced Work, Buyer shall forfeit the amount of the down payment given to Seller at the time of the execution of this Proposal, and in addition, shall pay to the Seller such proportion of the total Proposal Price as the amount of Work bears to the total amount of Work agreed upon to be furnished under this Proposal, plus a sum equal to 25% of the total Proposal Price as liquidated damages, which amount is to be paid within 30 days from the date of such cancellation.

In the event of Buyer's insolvency this Proposal shall be cancelled and Seller shall have no further obligations to Buyer hereunder.

Insurance. Seller shall carry workmen's compensation and public liability insurance to cover the Work. Seller shall not be liable to indemnify, hold harmless or protect in any way the Buyer, or any other party involved in the Work, whether an employee of Seller or Buyer or any third party, except to the extent of the workmen's compensation and public liability insurance maintained by Seller.

Buyer shall keep the Project adequately insured against any loss to Seller by reason of damage to Seller's Product or Work or Seller's vehicles, equipment and tools by vandalism, fire, water, windstorm and any other occurrence during the course of Work.

Alterations. Any alterations or modifications initiated by Buyer must be agreed upon between the parties and the price fixed by them before work on such alteration or modification shall commence. Payment for such alteration or modification shall be made at the time of the completion of the Work.

Permits and Licenses. Buyer shall be responsible for securing the necessary permits and licenses for the Work at Buyer's own cost and expense.

Warranties. Seller warrants the Product sold to be free from defects in material and workmanship under normal and intended use and service. This warranty extends only to the Buyer and expires one year after the date of delivery or installation of the Product by Seller.

Parts and labor for service work are warranted for the following periods: All replacement parts 90 days; labor-service 30 days. Seller's sole obligation is limited to repairing or replacing any parts which shall be determined by Seller to be defective and is conditioned upon Buyer giving notice of any such defect to Seller within the warranty period. If Seller concludes that repair or replacement is necessary, Seller will commence work within a reasonable time after the decision to repair or replace is made.

This warranty does not apply to any Product which has been altered or repaired by any person not authorized by the Seller or which has been subjected to misuse, neglect or accident.

Seller assumes no liability for incidental or consequential damages. Warranties implied by law are limited to duration to one year period described above.

Wood Products will be guaranteed only if properly protected within 10 days of delivery or installation by Seller with a prime and finish coat of manufacturer's recommended paint.

No warranty will be honored unless the Proposal Price has been paid in full, including any applicable service charges.

Modification of Proposal. Any modification of this Proposal or additional obligation assumed by either party in connection with this Proposal shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Governing Law. It is agreed that this Proposal shall be governed by, construed and enforced in accordance with the laws of the state in which the Project is located.



1617 Lafayette • St. Louis, Missouri 63104 • 314-772-6500 • 314-772-6596
www.zumwaltcorporation.com

Date: 5/9/2023
Name: Robertson Fire District
Address: 3820 Taussig RD
City/State/Zip: Bridgeton, MO 63044
Attn: Cary Palermo
Phone: 314 853 6609
Fax:
Email: CPalermo@RFPD.org

Job: 00
Address: Same
City/State/Zip:

Zumwalt to remove existing, furnish and install one (1) bottom, one (1) intermediate, and one (1) full view glass section for the amount of:

\$3,391.78

This amount would exclude any previous service fees, or labor charges.

The fabrication and installation of the above shall be contingent upon fires, strikes, accidents or other causes beyond our control. This contract, when accepted, is not subject to cancellation except with our consent and on terms that will indemnify us against all loss. The Zumwalt Corporation does not recognize any understandings or agreements other than those specified in this contract. All purchase orders based on this proposal subject to all terms of this offer even if excluded in or in conflict.

The prices in this contract are guaranteed for 10 days only. If shipment cannot be made within that time and prices are increased, this contract may be cancelled unless both parties work out an agreeable understanding.

Accepted by: _____

By: Jason Ridenour

Date: _____

Accepted by Company: Jason Ridenour



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
 800.851.1928
 314.939.1999

PROPOSAL

Date	Quote #
5/10/2023	9416

Bill To:
ROBERTSON FIRE PROT. DIST. 12641 MISSOURI BOTTOM RD HAZELWOOD, MO 63042

Ship To
ROBERTSON FIRE PROT. DIST. 12641 MISSOURI BOTTOM RD HAZELWOOD, MO 63042 Attn: Chief Hoguet

Terms	Rep	Proposal Good Throu...	Freight	Submitted by
Net 20	LP	30 Days	NOT Included	LP

Qty	Item	Vendor	Description	Cost	Total Sale Price
8	Honeywell Turnout...	Honeywell	Honeywell Firefighters protective clothing Quote: 2196MOROB Specification number: MOROBE00027 AND 28 Gear is for: WILLIAM STUERMAN DILLAN BAILEY SEAN LEWIS PHIL MATZKER ADAM LONG LEIGHANNA JOHNSTON AUSTIN ROSA KALIN GRAFF	4,485.42625	35,883.41

THANK YOU for the opportunity to quote this.
 We appreciate your business.

Total	\$35,883.41
--------------	--------------------



HESSE | MARTONE

Attorneys & Counselors

J. CHRISTOPHER HESSE
Direct Dial 314.862-0420
chrishesse@hessemartone.com

May 11, 2023

Via e-mail: paul@paulmartinlaw.org

Via e-mail: jguyton@rfpd.org

Paul Martin, Esq.
Paul Martin Law, LLC
9322 Manchester Road
Rock Hill, MO 63119

Ms. Jennifer Guyton, Board Chairman
Robertson Fire Protection District
12641 Missouri Bottom Road
Hazelwood, MO 63042

Re: Legal Representation to the Robertson Fire Protection District

Dear Mr. Martin and Ms. Guyton:

On behalf of the firm of Hesse Martone, P.C. (the “Firm”), we appreciate your recommendation to engage us to provide legal representation to the Robertson Fire Protection District (the “District”) with regard to the evaluation and investigation of employee and job position matters at the District along with providing a report and/or findings and recommendations regarding the outcome of the evaluation and investigation. We look forward to this engagement, and we are confident that you and the District will be pleased with the quality of our work and our responsiveness to the District’s needs.

The purpose of this engagement letter is to confirm the terms on which the Firm will undertake to represent the District in connection with the matters described below.

1. Client Relationship

The Firm is being retained by the District solely as its counsel, and our representation pursuant to this letter does not include the representation of any other entity or any individual, including but not limited to any District elected officials, officers, affiliates, employees or agents not listed above. As a result, our representation in this matter does not give rise to an attorney-client relationship between the Firm’s attorneys and any District elected officials, officers, affiliates, employees or agents. The District agrees that during the course of our representation, we will not be given any confidential information regarding any District affiliates.

2. Scope of Representation

You have asked us to represent the District in connection with a confidential evaluation and internal investigation at the District along with providing a report and/or findings and

recommendations regarding the outcome of the evaluation and investigation (the "Subject Matter").

After completion of a matter, changes may occur in the applicable laws or regulations that could affect the District's future rights and liabilities. Unless the District engages us after completion of the matter to provide additional advice on issues arising from the Subject Matter, the District agrees that the Firm has no continuing obligation to advise it with respect to future legal developments.

3. Staffing

I along with Angela K. Scott will be the primary contacts at the Firm for the District's representation. Other Firm lawyers and legal assistants may be used to work on the District's engagement as we believe appropriate under the circumstances. We may delegate work to lawyers or support personnel with special experience in a given area or whom we otherwise believe will enable us to provide services on an efficient, timely, and cost-effective basis. Regardless of who is working on a particular component of the engagement, we will always be available to discuss any aspect of our representation.

4. Fee Arrangements

Experience has shown that our relationship will be better if we begin with a clear understanding about our fees and the timing of their payment. The District has agreed to pay us a reasonable fee for the professional services that we render pursuant to this engagement and to reimburse us for the costs and expenses that we incur or pay on its behalf and charge to the District's account. Payment of our fees and costs is not contingent on the ultimate outcome of this engagement.

On this matter, Angela K. Scott and I will work at the hourly billing rate of \$350.00.

Each billing cycle, we will send the District an invoice statement requesting that payment be made, which amount is to be paid within thirty (30) days after the date of the invoice. Each invoice will reflect charges calculated on the basis of our hourly rates for the Subject Matter.

5. Costs and Expenses

Our invoices will also include charges for services and expenses customarily invoiced by law firms, in addition to fees for legal services performed in connection with the Subject Matter. These may include travel expenses, including mileage, parking, airfare, lodging, meals and ground transportation. Further, our invoices may include charges for costs and services such as computerized legal research, copying, document or image productions, and other expenses incurred for the District's benefit.

The fees and services of third parties incurred in connection with our representation of the District, such as printers, experts, messenger and delivery services, process servers, court reporters, witness fees, and filing services will also be charged to the District. For any substantial expenses, the District agrees that it will pay the fees and expenses directly and authorize us to make arrangements to have such third parties bill the District directly. Our Firm will pay minor expenses and bill the District for those out-of-pocket expenditures made on its behalf.

6. Discharge and Withdrawal

The District will have the right at any time to terminate the Firm's representation of the District by delivering written notice of termination to us. The Firm will have the right to withdraw from its representation of the District at any time with the District's consent, or for good cause without its consent. For example, if the District does not honor the terms of this letter (including the District's or a third-party payer's failure to pay), or if the District fails or refuse to cooperate with us or to follow our advice on a material matter, or if we become aware of any fact or circumstance that would, in our view, render our continuing representation of the District ineffective, unlawful, or unethical, then we will have good cause to withdraw.

If the District discharges us or we elect to withdraw, the District will take all steps necessary to free us of any obligation to perform, including by executing any documents necessary to complete the termination of the representation, and we will take all steps that, in our view, are reasonably practicable to protect the District's interests. If a discharge or withdrawal occurs, the District will pay us for all costs and expenses paid or incurred by us on the District's behalf, and the District will pay us a reasonable fee for the professional services that we have rendered to the District to the date of termination or in connection with an orderly transition, and for which we previously have not been paid.

Unless previously terminated, our representation of the District with respect to any matters for which we have been engaged will terminate when we send the District our final statement for services rendered. In the course of our representation of the District, we likely will come into possession of copies or originals of documents or other materials belonging to the District or others (collectively, "materials"). When the particular matter to which those materials relate has been concluded, we will make arrangements either to return the documents to the District, retain them in our storage facilities, or to dispose of the materials. Absent any other arrangements made with the District, all materials in the file may be destroyed on the expiration of five (5) years after a matter file has been closed. We may retain our own files, including lawyer work product, pertaining to the representation.

7. Entire Agreement

This letter constitutes the entire agreement between the District and the Firm regarding its engagement of the Firm to represent the District with respect to the Subject Matter and is subject to no oral agreements or understandings. No obligation or undertaking that is not set forth

Paul Martin
Jennifer Guyton
May 11, 2023
Page 4

expressly in this letter shall be implied on the part of either the District or the Firm. The foregoing notwithstanding, absent explicit agreement entered into between the District and the Firm with respect to matters other than the Subject Matter, the terms and conditions of this letter will apply to all subsequent engagements of the Firm by the District, and those terms and conditions shall govern any such engagement until a subsequent engagement letter is agreed upon.

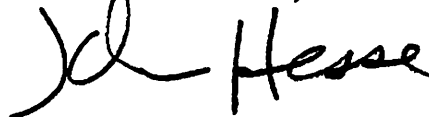
8. Conclusion

We are pleased to have this opportunity to represent the District. If you or the District have any questions about any aspect of our engagement or our invoices at any time, please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for the District. We are open to discussing all of these matters, including the amount of our invoices, and we encourage the District to be frank about them.

If this letter correctly reflects the District's understanding of the scope, terms, and conditions of our representation of the District with respect to the Subject Matter, please indicate the District's acceptance by executing the enclosed copy of this letter in the space provided below and return it to the attention of the undersigned at our office address set forth on the first page of this letter. By executing his letter, the District will be acknowledging that it has read this letter and understands its terms.

Very truly yours,

HESSE MARTONE, P.C.



J. Christopher Hesse

The foregoing is approved and agreed to:

By: _____

Title: _____

Date: _____

Stevens Lawn Care

Licensed LLC – Insured

Steven Malon, Owner

1739 Leafcrest Dr

Hazelwood, MO 63042

314-683-0066

Lawn Care

Robertson Fire District House 1

12641 Missouri Bottom Rd

Hazelwood, MO 63042

\$100.00 weekly to be billed at the end of each month.

Robertson Fire District House 2

3820 Taussig Rd

Bridgeton, Mo 63044

\$150.00 weekly to be billed at the end of each month.

Fall Clean Up

Robertson Fire District House 1

12641 Missouri Bottom Rd

Hazelwood, MO 63042

\$165.00 Weekly starting November 1st (or as needed due to the foliage fall) Fall Clean Up.

\$380.00 Bush Trimming (No Dump Fees).

\$625.00 Mulch (Includes 5 yards of mulch).

Robertson Fire District House 2

3820 Taussig Rd

Bridgeton, Mo 63044

\$225.00 Weekly starting November 1st (or as needed due to the foliage fall) Fall Clean Up.

\$1,385.00 Bush Trimming (no dump fees).

\$2,405.00 Mulch (Includes 20 yards of mulch).

Garcia Lawn Care Service, LLC
534 Coach Light Ln
Hazelwood, MO 63042 US
dominguez23rolando@gmail.com

Estimate

ADDRESS

Robertson Fire Protection
Distrit

ESTIMATE # 1016

DATE 05/11/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Lawn Care	Lawn Maintenance: Pricing is PER OCCURRENCE to include weekly mowing, edge trimming, and clearing of clippings. House 1 12641 MO Bottom Rd, Hazelwood	1	150.00	150.00
	Lawn Care	Lawn Maintenance: Pricing is PER OCCURRENCE to include weekly mowing, edge trimming, and clearing of clippings. House 2 3820 Taussig Rd, Bridgeton	1	250.00	250.00

We also offer mulching, shrub trimming, landscaping installation projects, aeration and overseeding.

TOTAL

\$400.00

Thank you for your consideration and the opportunity to earn your business!

Accepted By

Accepted Date

If you would like to receive your invoice via email, please text your email address to Rolando at 314-874-7271.

Top Notch Lawn Maintenance

1397 Gerard Park Lane, Hazelwood MO 63042
636-399-6057



2023 Lawn & Landscaping Contract

Top Notch Lawn Maintenance will be providing Lawn and Landscaping services for

Client: **Robertson Fire Protection District Station 2**

Contact: **Jennifer Guyton**

Phone: **636-352-8094**

Email: **kguyton@rfdpd.org**

Address: **3820 Taussig Road, Bridgeton, MO**

This agreement shall be in effect during the 2023 season including Spring, Summer, and Fall.

For this job, Top Notch Lawn Maintenance will be performing the following work:

A) Seasonal Lawn Maintenance [24 Weeks]: \$155 per cut

- Contractor will cut, trim, blow, and edge all designated mowing areas weekly on **Wednesdays**.
- Service may be performed a day before, or a day after, due to inclement weather forecasts.
- Service will be performed starting **upon signing of the contract**, through the **last week in October**.

B) Fall Clean Up: \$450

- Service will be performed mid-late November, or when leaves have mostly fallen on property before Winter.
- Includes removal of leaves, trash, and debris from the lawn and landscape beds on property.
- Includes pruning / trimming / cutbacks of all perennials including removal of annual flowers.

Total For All Quoted Services For YEAR: \$4,170

2) Top Notch Lawn Maintenance Responsibilities

Top Notch Lawn Maintenance agrees:

- To operate in a professional predictable manner, with a clean presentable image while on site.
- To use subcontractors as it sees fit to complete work orders and tasks with prior approval.
- To hire only those workers legally authorized to work in the United States.
- To maintain insurance and coverage deemed necessary by law including liability and commercial auto.

3) Payment Terms & Conditions

- All services performed will be paid in full within Net 30 days.
- Client will be billed monthly for all services including mowing / maintenance / and landscaping jobs.
- Any landscaping work over \$500 will require a 50% deposit, including spring mulching services.
- Payments may be issued via Check or online invoice bill pay through Yardbook.
- Payments made after 30 days may be subject to a \$100/month late fee.

4) Legal Notices / Disclaimers

- The client is advised and permits their property to be photographed and/or video graphed for the purpose of site documentation and for social media/marketing purposes.

Top Notch Lawn Maintenance and **Robertson Fire Protection District Station 2**

- agree that this contract is enforceable according to the laws of the state of Missouri.
- Any individual who signs this agreement on behalf of the property owner, promises and guarantees that he or she is fully authorized to execute this agreement on behalf of his or her employer or company. In the case of an agent of the property owner, such agent represents, promises and guarantees that such agent is fully authorized to execute this agreement on behalf of the property owner.
- This agreement will not be binding upon the contractor until a signed copy has been received by our office. No oral agreements will be accepted, whatsoever.

Top Notch Lawn Maintenance

Tanner Steinborn

1397 Gerard Park Lane

Hazelwood, MO 63042

Customer Name

Customer Signature

Date

Top Notch Lawn Maintenance

1397 Gerard Park Lane, Hazelwood MO 63042
636-399-6057

2023 Lawn & Landscaping Contract

Top Notch Lawn Maintenance will be providing Lawn and Landscaping services for
Client: **Robertson Fire Protection District Station 1**
Contact: **Jennifer Guyton**
Phone: **636-352-8094**
Email: **jguytonrfpd.org**
Address: **12641 Missouri Bottom Road, Hazelwood, MO**

This agreement shall be in effect during the 2023 season including Spring, Summer, and Fall.

For this job, Top Notch Lawn Maintenance will be performing the following work:

A) Seasonal Lawn Maintenance [24 Weeks]: \$155 per cut

- Contractor will cut, trim, blow, and edge all designated mowing areas weekly on **Wednesdays** .
- Service may performed a day before, or a day after, due to inclement weather forecasts.
- Service will be performed starting **upon signing of the contract**, through **the last week in October**.

B) Fall Clean Up: \$450

- Service will be performed mid-late November, or when leaves have mostly fallen on property before Winter.
- Includes removal of leaves, trash, and debris from the lawn and landscape beds on property.
- Includes pruning / trimming / cutbacks of all perennials including removal of annual flowers.

Total For All Quoted Services For YEAR: \$4,170

2) Top Notch Lawn Maintenance Responsibilities

Top Notch Lawn Maintenance agrees:

- To operate in a professional predictable manner, with a clean presentable image while on site.
- To use subcontractors as it sees fit to complete work orders and tasks with prior approval.
- To hire only those workers legally authorized to work in the United States.
- To maintain insurance and coverage deemed necessary by law including liability and commercial auto.

3) Payment Terms & Conditions

- All services performed will be paid in full within Net 30 days.
- Client will be billed monthly for all services including mowing / maintenance / and landscaping jobs.
- Any landscaping work over \$500 will require a 50% deposit, including spring mulching services.
- Payments may be issued via Check or online invoice bill pay through Yardbook.
- Payments made after 30 days may be subject to a \$100/month late fee.

4) Legal Notices / Disclaimers

- The client is advised and permits their property to be photographed and/or video graphed for the purpose of site documentation and for social media/marketing purposes.
Top Notch Lawn Maintenance and **Robertson Fire Protection District Station 1**
- agree that this contract is enforceable according to the laws of the state of Missouri.
- Any individual who signs this agreement on behalf of the property owner, promises and guarantees that he or she is fully authorized to execute this agreement on behalf of his or her employer or company. In the case of an agent of the property owner, such agent represents, promises and guarantees that such agent is fully authorized to execute this agreement on behalf of the property owner.
- This agreement will not be binding upon the contractor until a signed copy has been received by our office. No oral agreements will be accepted, whatsoever.

Top Notch Lawn Maintenance
Tanner Steinborn
1397 Gerard Park Lane
Hazelwood, MO 63042

Customer Name

Customer Signature

Date

Vandeven Lawn Service LLC

793 Lamplight lane
Hazelwood, MO 63042
314-831-2394
314-378-3841 (cell)

Estimate

Date	Estimate #
5/7/2023	28

Name / Address
Robertson fire district House 2 3820 TAUSSIG BRIDGETON MO 63044

			Project
Description	Qty	Rate	Total
mowing trimming and clean-up of debris	1	175.00	175.00
Total			\$175.00

Vandeven Lawn Service LLC

793 Lamplight lane
Hazelwood, MO 63042
314-831-2394
314-378-3841 (cell)

Estimate

Date	Estimate #
5/7/2023	28

Name / Address
robertson fire district House 1 12641 MO Bottom rd Hazelwood MO 63042

			Project
Description	Qty	Rate	Total
mowing trimming and clean-up of debris	1	150.00	150.00
Total			\$150.00